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*R. Co.*, 44 N. Y. 478. For carriers are not liable as insurers of the safety of their passengers. *Hall v. Conn. River Steamboat Co.*, 13 Conn., 319. Nor can a passenger hold a carrier liable for an injury from any cause, if his own negligence was a natural and proximate cause contributing to the injurious result. *Penn. R. Co. v. Aspell*, 23 Pa. St. 147; *Jamison v. Chesapeake & Ohio R. Co.*, 92 Va. 327.

CORPORATIONS—ADVERSE INTERESTS OF OFFICERS—LEASE OF PROPERTY OCCUPIED BY A CORPORATION.—*PIKES PEAK CO. v. PFUNTER*, 123 N. W. REP. 19 (MICH.).—*Held*, that an officer of a corporation who secures the renewal of a lease in his own name, which lease is held at the time of his renewal by the corporation, holds the new lease as trustee and for the benefit of the corporation, even though it was in financial difficulties at the time of such renewal, and was subsequently adjudged bankrupt.

It has been held in a case exactly in point with *Pikes Peak Co. v. Pfunter*, that the expectancy of renewal belonging to the corporation ceased with the landroad's express refusal to renew, and the director's securing the renewal for himself was not such a breach of trust as would entitle the corporation to interfere with his benefit from it. *Crittenden & Cowler Co. v. Cowler*, 72 N. Y. Sup. 701. And in *Scott v. Farmers' Nat'l Bk.*, 97 Tex. 31, it seems to be implied that an officer may take full title to himself if there has been made a valid contract to that effect between him and the corporation. Or if land has been purchased by an officer of a corporation with his own money, or with money which he supposed belonged to him, an enforceable trust is not created for the benefit of the corporation, although it had authorized him to act for it in the purchase of land, and he may have intended ultimately to sell the land to the corporation. *Camden Land Co. v. Lewis*, 101 Me. 78. However, the weight of authority is that directors of a corporation represent the stockholders and cannot acquire any interest adverse to them. *Cook v. Sherman*, 20 Fed. 167. A director's position is fiduciary, and he cannot take advantage of his position to secure personal rights to the corporate property; for instance, by buying at an executor's sale of property of the corporation. *Hoffman v. Reichert*, 147 Ill. 274. And his fiduciary position demands all the more that he acquire no property for his own use if such property is necessary for the purpose of the corporation. *Blake v. Buffalo Creek R. Co.*, 56 N. Y. 485. Even where corporate officers execute a contract for the sale of corporate property to a stranger, a repurchase by them from such a stranger, while the contract of the corporation is merely executory, is voidable. *Cook v. Berlin Woolen Mill Co.*, 43 Wis. 433. In fact the officers are nothing more nor less than trustees for the corporation. *Center Creek Water & Irrigation Co. v. Lindsay*, 21 Utah 192.

CRIMINAL LAW—CONFESSION—WHAT CONSTITUTES.—*STATE v. KEELAND ET AL.*, 104 PAC. 513 (MONT.).—*Held*, that where defendant told witness that he had committed the crime because of differences which he had had with the witness and offered to pay him money if the witness would let him go, such statements were mere admissions, and therefore